

78-79

Middlesex County ChosenFreeholders and AFSCME Local 3052

THIS AGREEMENT made the

7th

day of

June, 1979

between THE COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter known as the Employer), and Local 3052 Council #73/AFSCME AFL-CIO (hereinafter known as the Union)

WHEREAS, the Union has been selected as the bargaining agent by the employees to be defined, in accordance with Chapter 303 of the Laws of 1968, and said Union has been certified as such by the Public Employees Relations Commission; and

WHEREAS, said Union has been in negotiations with the Employer pursuant to Chapter 303 of the Laws of 1968; and

WHEREAS, the Union and the Employer have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to Law:

PURPOSE: subject to Law as herein provided, it is the purpose of this Agreement to promote and insure harmonious relations, cooperation, communication and understanding between the County and the employees covered hereby, for the purpose of collective negotiations with respect to compensation, hours of work and other conditions of employment as herein provided.

NON-DISCRIMINATION: The County of Middlesex is committed to basing judgments concerning employees solely on their qualifications, abilities and performance.

Neither party to this Agreement shall discriminate against any employee because of race, sex, age, nationality, religion, political affiliation, marital status, handicap or union affiliation. Any such alleged discrimination may be pursued under the grievance and hearing provisions of this Agreement.

1. RECOGNITION: The County recognizes Local 3052, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO and its Council #73, as the exclusive representative for all regular full-time and regular part-time employees in the job classifications listed in Appendix A. Regular part-time employment shall be defined as 20 hours or more

REGIONS OF
EMPLOYMENT

per week. In the event any new job classifications are created or any classifications changed, the County will promptly notify the Union of any such proposed change and the proposed rate of pay for such classifications. The County will, upon request, meet with the Union to negotiate the appropriate rate of pay for any new or changed job classifications.

All references to employees in this Agreement shall be understood to designate both sexes. Wherever the males gender is used, it is understood to include both male and female employees.

2. UNION REPRESENTATIVES: The Union shall have the right to designate two members of the Bargaining Unit as Union negotiating committee and they shall not be discriminated against due to their legitimate Union activities.

Authorized Representative; namely a shop steward and any employee having a grievance shall be permitted to discuss his or her grievance during working hours in accordance with the grievance procedure after obtaining permission from his immediate supervisor who will schedule such a meeting without interfering with service to the public or ongoing assignments or work schedules. A reasonable amount of time will be allowed the union representative to discuss a work related problem between management and the union. Permission shall not be unreasonably withheld.

It is agreed that the Union will furnish to the Middlesex County Personnel Offices, a list of duly elected stewards as of the first day of the current contract year.

3. DUES CHECKOFF: The County agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the County in writing by the Union, and the aggregate deductions from all employees shall be remitted to AFSCME Council #73, Trenton, N.J. together with a list of names of all employees for whom the deductions were made on or about the 15th day of the succeeding month after such deductions

are made. The authorization to deduct dues may be revoked by an employee during the period June 15th to June 25th of any year, by written notice to the County Comptroller.

4. WAGES AND PAY PERIODS: All increases shall be paid on the employee's base salary at the time the increase is applied.

Adjustments in pay due to promotions or any other reasons which have been made since January 1, 1978 shall not be used in any way to reduce the amount of the across-the-board increase.

Employees who were on the payroll as of October 1, 1977 shall receive the full increase of 7.5% as of January 1 1978. Employees who were hired subsequent to October 1, 1977 shall receive the full increase of 7.5% upon completion of 90 calendar days from date of hire for the remainder of 1978.

Employees who received a partial increase in pay for 1978 shall be paid the difference in pay based on the above formula.

Any negotiated wage increases for the contract year 1979 shall be paid using the same 90 day formula for eligibility, including all employees on the payroll as of May 29, 1979.

All eligible employees, effective January 1, 1979 will receive a salary increase of 6.5% computed on his/her December 31, 1978 base salary.

All eligible employees effective July 1, 1979 will receive an additional $\frac{1}{2}\%$ computed upon their current 1979 salary.

Any employee hired after May 29, 1979 shall not be eligible for any of the across-the-board increases for the duration of this agreement.

It is understood and agreed that the present salary ranges will remain in effect for the clerical titles. However, the authorized hiring rate for the clerical titles with experience shall be established at \$6,000 per year for the duration of this agreement.

For the affected experienced clericals who are below the new established authorized hiring rate, they will be adjusted to the new rate effective January 1, 1979.

5. WAGE INCREASE ELIGIBILITY: All employees in this bargaining unit being carried on the MCCETA payroll, or on approved leave of absence will receive the wage increase negotiated in the following manner and with the following exceptions;

(a) All employees hired after May 29, 1979 and thereafter will receive a pro-rata share of the Negotiated Wage Increase (N.W.I.) on the first January following their start of employment i.e., commencing with the month the employee started employment and counting to December 31st, each month of service will represent one-twelfth of the Negotiated Wage Increase. The month in which the employee is hired will be considered a full month for the purpose of computation of this wage increase. The second January and for each subsequent January, these employees will receive the Wage Increase Negotiated.

(b) Employees who sever employment with the County prior to the execution of this Agreement, will not be included in the wage increase.

6. HOURS OF WORK: The normal work hours for the bargaining unit are to be as follows: 8:30 a.m. to 4:15 p.m., with forty-five (45) minutes for lunch, and these hours are to remain in effect until mutually changed. However, some employees because of the nature of their work may be on different work schedules, starting times or quitting times as assigned by management. Either party has the right to request a change and such request is to be the subject of negotiations.

All employees shall receive fifteen (15) minutes break for each half day period of work, morning and afternoon.

It is understood that all employees will be punctual on starting times, taking off and returning from rest periods, lunch periods and quitting times. Any employee not observing working hours as stated shall be subject to disciplinary action.

OVERTIME: Overtime pay at time and one half ($1\frac{1}{2}$) will be paid for all hours worked in excess of seven (7) hours in the work day. Also time

and one half ($1\frac{1}{2}$) will be paid for all hours worked in excess of thirty-five (35) hours in the work week. Saturday and Sunday, the sixth and seventh consecutive days of the workweek will be paid at time and one half ($1\frac{1}{2}$) pay.

A. Any hours paid for at overtime rates shall not be pyramided or used again for computing any other overtime pay in excess of thirty-five (35) hours of the work week or for any other pay.

B. Employees working overtime in the following ranges will be paid in the following manner:

Base pay but under -----\$15,000
Time and one half

C. \$15,001 but under -----\$20,000
Compensatory time only

D. \$20,001 and upwards will not receive any monetary pay or compensatory time

E. Employees scheduled to work on a holiday shall be paid their regular day's pay plus an additional rate of time and one-half for all hours worked.

F. Overtime shall be scheduled on a reasonable equalized basis where such work is in the nature of the normal routine of the job.

7. MERIT INCREASES - It is understood and agreed that pursuant to the intent of the New Jersey Employer-Employee Relations Act, Chapter 303 Laws of 1968 (N.J.S.A. 34-13A-1 et seq.) all wage increases are limited to the negotiated contractual amounts arrived at by means of the bargaining process. The only exceptions to this policy will be represented by promotion to a higher position. In these cases the promotion policy as contained in this contract will be observed.

8. NEW EMPLOYEES - It is the intention of Middlesex County in co-operation with the bargaining unit, to start all new employees with the bargaining unit at the minimum of the rate range except as provided in Article 4. Exceptions to this policy, if they should occur, will be communicated to the Union President.

9. PROMOTIONS - Any employee promoted will receive a 4% increase on his/her annual base salary at the time of appointment. If the 4% does not equal the minimum of the new salary range he/she will receive the minimum of the new range.

10. NEWLY HIRED EMPLOYEES - During the first ninety (90) Calendar days of continuous employment an employee shall have no rights under the seniority provision. At the end of ninety (90) calendar day period, he/she shall be accorded seniority beginning as of the date of his employment with Middlesex County Comprehensive Employment Training Agency.

During the probationary period of ninety (90) calendar days, a new employee will be subject to transfer, demotion, or discharge and such actions shall not be subject to the terms of this Agreement.

11. PART-TIME EMPLOYEES: All part-time employees, but not to include seasonal employees, shall be paid a salary based on the annual wage for the appropriate classification as set forth in the adopted schedule, pro-rata.

Vacation - Each part-time employee who works the equivalent of 22 full working days shall earn 1 day of vacation leave. (8 hr. employees = 176 hours. 7 hr. employees = 154 hours). Vacation for part time employees shall be increased on a pro-rata basis after (6) years of service in accord with the vacation schedule for full time employees.

Sick Leave - Each part-time employee who works the equivalent of 22 full working days shall earn 1½ days of sick leave. (8 hr. employees = 176 hrs. 7 hr. employees = 154 hrs).

Holidays - Regular part-timers shall be paid for that portion of the holiday that they would have been scheduled to work on that day.

Hospital and Dental Programs and Drug Prescription Program - Part-time employees will be covered if they are scheduled for and do work 20 hours or more each work week.

Part-time employees are not entitled to the following:
Personal Days, Bereavement Days and Longevity.

12. MEDICAL BENEFITS - All full-time employees and employees' eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross, Blue Shield, and Rider J at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense.

(a) All full-time employees shall be covered by the Great-West Life Assurance Company Dental Plan, or a similar plan, at the employers expense.

(c) The Rutgers Community Health Plan (H.M.O.) is available to the employee as an alternate to Blue Cross, Blue Shield, Rider J and Major Medical. The County will contribute the same amount toward R.C.H.P. coverage as is elected, the employee shall be subject to a payroll deduction if any depending on the type of coverage.

13. DRUG PRESCRIPTION PLAN: All eligible employees and eligible employee's family will be covered by a drug prescription program at the employer's expense. There will be a \$1.25 co-payment for prescription for employee.

14. Holidays: The present holiday schedule in effect is to be adhered to and also to be observed are any other holidays declared by legally constituted authorities of the County, State and Federal Government.

15. PERSONAL DAYS: All full-time employees shall have three (3) personal days in addition to those above for any personal purpose. Personal holidays may be taken on separate days; however, the employee will give the employer three days notice for each personal holiday, to be taken. New employees shall accrue one (1) personal holiday at the end of each fourth month of employment and severance pay shall be calculated considering personal holidays on the basis of one accrued personal holiday per fourth month of employment completed in the year said employment is terminated.

16. BEREAVEMENT: All full-time employees shall be eligible to receive a maximum of three (3) full-time days leave in the event of the death of his/her spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunts and uncles. Such leave is separated and distinct from any other leave time.

It is understood and agreed that this Bereavement Leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) calendar days next following the day of death or until the date of burial. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days. The bereavement hours paid for, but not worked will not be used in computing overtime in excess of 35 hours in the work week.

17. VACATIONS - A new employee shall be granted vacation leave only at a rate of one (1) day per month on a month to month basis until the completion of one full year of employment. Upon completion of said year, a pro-rata number of vacation days shall be credited to the employee for the balance of the calendar year ending December 31st.

If separation occurs before the end of the year and more vacation days have been taken than is appropriate, the per diem rate of pay for the excess days shall be deducted from the final pay.

All employees shall be granted vacation leave based upon the following schedule:

| <u>YEARS OF SERVICE</u> | <u>AMOUNT OF VACATION</u> |
|---------------------------|--|
| Less than one year | One working day for each month service. Twelve working days during each year of service. |
| One to five years | |
| Six to nine years | Fifteen working days during each year of service |
| Ten to twelve years | Sixteen working days during each year of service |
| Thirteen to twenty years | Twenty working days during each year of service |
| Twenty first year or more | Twenty-five working days during each year of service. |

It is understood that when reference is made to "six to nine years, etc.", six means the start of the sixth year, etc.

The Employer and his designated representatives shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling. All provisions of the Department of MCCETA concerning emergen-

cies, etc., shall be observed by both parties. Employees shall submit requests for vacation time no later than May 1st of each year, with first and second choices. The first choice requested shall be on the basis of seniority. Vacation time may be used on less than a full vacation basis by agreement of the employee's immediate supervisor. It shall be assumed that an employee with one or more years of service will remain in service for a full calendar year or portion thereof for that year when requested as permitted by the vacation schedule.

Any employee leaving the services of the County shall be paid on a pro-rated basis of one day for each month of service.

18. GRIEVANCE PROCEDURE: Definition: A grievance shall be defined as any difference or dispute concerning the interpretation, application or claimed violation of any provision of this agreement or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment.

Step 1. A grievance must be initiated within ten (10) working days of its occurrence or within ten (10) working days of the time the employee should reasonable have had knowledge of its occurrence.

Any supervisor wishing to process his own grievance may do so with or without his Union Steward, but no settlement shall be made inconsistent with the final terms of this agreement.

The supervisor shall reduce his grievance to writing and present it to the Department Chief. The Department Chief will attempt to adjust the matter and shall respond to the supervisor in writing within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing by the employee to the Executive Director or his designee within five (5) working days after the Department Chief's response is due. At this step the employee may be represented by the steward and the Local Union President. The Executive Director or his designee shall respond to the employee in writing within five (5) working days.

Step 3. If the grievance still remains unsettled or unanswered by the Executive Director or his designee, it shall be sent to the County Personnel Department in writing within five (5) working days after the response is due from the Executive Director or his designee.

Step 4. The Director of Personnel or his designee and a responsible labor leader who resides within the County of Middlesex who shall be selected by the Union will hear and decide the case jointly. The decision at the director and labor leader level, if unanimous, will be binding on both parties. If the director and labor leader cannot agree, then they shall appoint a third party who will hear the grievance and render a decision on the particular issue. His decision will be binding on all parties. Union Representation at this level shall be a Union Steward, Local Union President and an A.F.S.C.M.E. Council Representative.

MINOR DISCIPLINARY ACTION: It is understood that minor disciplinary action means a suspension or time off for a period of one day or less but not to exceed five days. It is understood that an employee may grieve any minor disciplinary action. Major or minor disciplinary action may include oral warning or reprimand, written warning or reprimand. Any employee who receives a letter of warning, reprimand or who is given disciplinary time off shall have a copy of the action taken placed in his personnel file where it will be kept for a period of one year providing that no reoccurring disciplinary action was taken against the employee in the same year. If there is a disciplinary action taken within the same year, the file shall be kept until such time that there

is a period of one year without disciplinary action at which time the record of discipline shall be removed from his file.

MAJOR DISCIPLINE OR DISCHARGE: Any employee may be suspended, disciplined or discharged only for just cause. Where it is proposed that an employee be suspended without pay in excess of five days, or terminated, no such action may take place until the employee has first had a fair and impartial hearing.

The employee shall be notified in writing of the charges and specifications giving rise to the proposed discipline.

It is understood that a Hearing Officer will be chosen by the County and the Union from a panel of five (5) Hearing Officers who will hear and resolve the discipline charges and the facts therein in a manner prescribed by him. The Hearing Officers decision shall be final and binding on all of the parties contending or disputing the specified charges as presented.

In all disciplinary hearings, and all grievances which go to the final step, the hearing officer will be chosen from the following five names:

Jim Begin
Jack Chernik
Harry Stark
Joan Weitzman
William Weinberg

In any hearings to be conducted by any of the panel, the parties shall first attempt to reach agreement on the hearing officer. In the event they cannot agree, then they shall choose by alternately striking names until one name is left. In the first such instance, the County shall strike first. After that the Union shall be the first to strike, and so on, alternating the order of striking on each successive instance.

The employee may be represented at the hearing by his steward, the Union President or designee and an AFSCME Council Representative.

It is further understood that the C.E.T.A. Chiefs, Deputy Director and the Director will not, at any time, sit as Hearing Officers concerning C.E.T.A. employees in any disciplinary matters.

It is also understood that major or minor disciplinary hearings are to be held, heard and settled within seven (7) working days. However, if the hearing officer's decision exceeds the seven (7) day limit both the County and the Union will accept the hearing officer's time delay without prejudice.

The cost of the hearing officer on major or minor disciplinary action or grievances shall be shared equally by the Union and the County.

Time limits at any step may be extended by mutual agreement between the parties. When there is a grievance of any extremely serious nature, and where the parties mutually agree, such grievance may be initiated at, or moved to, any step of the procedure without being heard at a lower step.

It is further agreed that neither the Union nor any of its members shall conduct any union business during working hours other than grievance handling and collective bargaining negotiations by the designated representatives of the Union as presented to the County for the stated purpose.

It is understood and agreed that any settlement of a grievance is limited to the date of the filing of the grievance.

The grievance procedure, as contained in this contract shall be strictly adhered to: It is understood that the employee must sign his/her grievance.

Grievance without employees signature shall not be accepted or processed.

19. LAYOFF AND RECALL: In the event layoffs become necessary for any reason, the County shall discuss the lay-offs with the Union at least two weeks in advance of any layoffs taking effect. Layoffs shall be made in accordance with an employee's seniority. Employees may exercise their seniority first within their own job classification. If there are no employees with less seniority in the employee's job classification, then the employee may displace any other employee with less seniority in the same range or in a lower salary range.

Employees who are displaced in this manner may exercise their seniority in the same manner until an employee with the least seniority in the lowest salary range is laid off. There shall be no change in pay for an employee exercising bumping rights, provided his salary falls within the range of the job classification into which he bumps. In the event his salary is higher than the maximum of the range into which he bumps, then his salary shall be reduced to the maximum of the range. In no event will an employee's salary be increased as a result of bumping down.

Employees may either elect to accept the layoff or to exercise their seniority rights in the manner referred to above. It is understood and agreed that employees must be qualified to perform the job for which they have exercised their layoff and bumping rights. Employees who have been laid off shall be reinstated to employment as need for their services arises in the reverse order of their lay-off. In determining qualifications in the event of bumping, an employee's qualifications shall be determined in the same manner as would be applied to a newly hired employee for the same position. It is understood that the determination of abilities and qualifications of an employee shall be made by management.

20. JOB BIDDING AND PROMOTION: All new and vacant positions which are to be filled must be posted within all departments for five (5) consecutive days. Job qualifications shall be part of the job posting and shall clearly state the qualifications for the position complying with Affirmative Action.

All employees may bid on vacant positions at the same time. In considering applicants for the position, those within the department shall be given first consideration, and the position shall be filled from within the department whenever possible. If no applicant within the department is qualified or if no department applicant applies for the position, then the position shall be filled from applicants within the agency.

Those interviewing the applicants should be the prospective supervisors. Notification via memo to all bidders of the status of their bid shall be made within two working weeks of the last day the job was posted. All qualified employees bidding on a job shall receive an interview. It is understood that where one or more employees is relatively equal in qualifications for the job, then seniority shall be the determining factor. Management will present to and discuss with an employee, at his request, the reasons for selecting an employee of less seniority for a higher job on the basis of ability and qualifications rather than on the basis of seniority.

Employees on layoff shall be eligible to bid on job openings, but it shall be the Union's responsibility to notify laid off employees of any promotional opportunities which may occur during the layoff period. The exceptions to the job bidding and promotion procedure will be the Chiefs, Deputy Director and Director. However, it is also understood that the determination of ability and qualifications shall be made by management.

21. SENIORITY DEFINITION: Seniority is defined as an employee's total length of service from date of hire effective after probationary period has been satisfactorily completed. Seniority shall accumulate until there is a break in service. A break in continuous service occurs when an employee voluntarily quits, resigns or retires. It is understood that if an employee is laid off during the course of the year and he/she has completed their probationary period, the employee's seniority is to be retained for a period of one year after the date of lay off. Seniority shall continue to accrue during any period of absence due to sick or injury leave, maternity leave, military leave or paid leave of absence. The continuance of seniority as stated above shall be observed in accord with the County Policy manual.

Any employee who is a member of the bargaining unit and is promoted to a job excluded from the bargaining unit shall, in case of layoff or demotion, return to his previous seniority standing and job classification prior to promotion.

22. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT: Employees covered under the terms of this agreement shall be entitled upon retirement to receive a lump sum payment, as supplemental compensation (one-half payment) for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000) which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

23. SICK LEAVE: A new employee shall earn sick leave at a rate of one and one-quarter ($1\frac{1}{4}$) days per month on a month to month basis until completion of one full year of employment. Upon completion of said year a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

Sick leave shall accumulate year-to-year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year.

Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Workmen's Compensation, which has been approved by the appropriate County authorities or sustained by an appropriate Court of competent jurisdiction, shall not be charged to sick leave.

During the time that the personnel office is determining whether the injury or illness results from the working conditions, an employee may take any accumulated sick leave. In the event a leave with pay is granted, the sick leave used by the employee will be recrated to the employee and the sick leave injury will be retroactive to the date which is determined by the effective date of the Freeholder Resolution adopting same.

Furthermore, all of the requirements of N.J.S. 34:15-1 shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an Injury Leave as more fully set forth in the Codified General Resolutions of the County of Middlesex.

Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

24. RIGHTS AND PRIVILEGES OF THE BARGAINING UNIT: (a) The Employer agrees to make available to the Union all public information concerning the County together with information which may be necessary for the Union to process any grievance or complaint. All requests shall be made through the Personnel Director.

(b) Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations or grievance procedures, he/she shall suffer no loss in pay.

(c) The Union will have the use of bulletin boards to disseminate Union information.

25. SAFETY: (a) The Employer agrees to take all possible measures for the safety and adequacy of all working areas and equipment provided for employment use.

(b) The Employer will appoint a designated member of the Union to the Safety Committee.

(c) Where safety equipment is provided it is the responsibility of the employee to utilize such equipment.

26. SUPPER HOUR: Any employee required to work through the supper hour shall be entitled to reimbursement at his/her request at the rate of three dollars and fifty cents (\$3.50). The supper hour shall commence when the employee has worked a minimum of ten (10) hours.

27. TRAVEL EXPENSE: Each employee covered under the terms of this agreement who is required to use his/her personal automobile in the performance of his official duties shall receive 17 cents per mile, as of May 29, 1979, for the mileage travelled. The parties agree to meet and discuss the issue if the Federal Guidelines should change.

28. UNIFORM ALLOWANCE: Uniform Allowance will be issued as per past practice.

29. SUPREMACY OF CONTRACT: County and M.C.C.E.T.A. Rules and Regulations as currently included per M.C.C.E.T.A. and/or County Personnel Handbooks will remain in effect unless covered by this agreement. If covered by this agreement, the agreement will take precedence. If the agreement is silent on a particular item, the existing policy will be followed. Proposed new rules or modifications of existing rules covering working conditions shall be negotiated with the Union before they are established. The M.C.C.E.T.A. Personnel Policy Manual referred to herein consists of 44 pages, ending with page 44L and the current manual has been initialed by the parties as of March 20, 1979.

30. SAVINGS CLAUSE: It is mutually understood and agreed that benefits currently enjoyed by employees shall remain in effect.

31. MANAGEMENT RIGHTS: All of the rights, power and authority possessed by the Employer prior to the signing of this agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this agreement.

It is further understood that the employer shall have the direction of the working force, the right to plan the operations, the right to hire, the right to determine the qualifications of applicants for employment, and the right to determine the number and class of employees to be retained in employment. The Employer also retains the right to impose discipline for just cause, including violation of rules and regulations, or other misconduct, subject to the right of the employee adversely affected to appeal through the grievance procedure as specified herein.

32. NO-STRIKE OR LOCK-OUT: Neither the Union or the employee or the Employer shall interfere, instigate, promote, sponsor, engage in or condone any strike, lock-out or concerted work stoppage. In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person for the breach of the no-strike clause. The sole question shall be whether the employee was engaged in the prohibited activity.

33. SUSPENSION OF PROVISIONS OF AGREEMENT:

Section 1. If during the life of this agreement there shall be in existence an applicable rule, regulations, or orders issued by Governmental Authority which shall render invalid any provision of this agreement, such provision shall be immediately suspended and have no effect so long as such rule, regulation, or order shall remain in effect.

Section 2. In the event that any of the provisions of the agreement shall be held in violation of the State or any Federal Law or regulation, such determination shall not in any way effect the remaining provisions of this agreement.

34. COMPUTATION OR TYPOGRAPHICAL ERRORS: During the life of this contract computation or typographical errors may be corrected from the date of occurrence.

35. DURATION OF CONTRACT: It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1978 until December 31, 1979 and all provisions therein, unless otherwise provided, shall be retroactive as of January 1, 1978. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

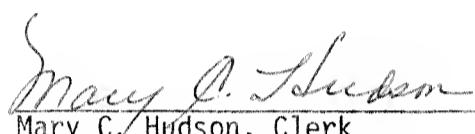
This agreement may be reopened for 1980 contract negotiations by either party upon notice in writing of at least (60) sixty days and no more than (120) one-hundred and twenty days prior to December 31, 1979.

COUNTY OF MIDDLESEX:

By Its Board of Chosen Freeholders

ATTEST:


Stephen J. Capestro, Director


Mary C. Hudson
Mary C. Hudson, Clerk


John H. Carter
Local #3052 Council #73
AFSCME AFL-CIO
President


Representative